

**Minnesota Department of Health
Community Health Board Grant Project Agreement**

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("STATE") and City of Bloomington Community Health Board, an independent organization, not an employee of the State of Minnesota, address 1800 W. Old Shakopee Rd, Bloomington, MN, 55431, ("GRANTEE").

1. Under Minnesota Statutes 144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The STATE and the GRANTEE have entered into Master Grant Contract number 12-700-00077 ("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The STATE, pursuant to Minnesota Statutes 145.986 is empowered to award Statewide health Improvement Program (hereinafter "SHIP") grants to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and at reducing the use of tobacco; and
4. In partnership with City of Edina and City of Richfield CHB the GRANTEE is the designated Lead Agency with authority to execute the project administration, management, implementation and reporting responsibilities for the SHIP grant; and
5. The GRANTEE represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the STATE. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1. ***Incorporation of Master Grant Contract.*** All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.

2. ***Term of Agreement.***

2.1 *Effective date.* This grant project agreement shall be effective on November 1, 2015, **or the date the STATE obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later. The GRANTEE must not begin work until this contract is fully executed and the State's Authorized Representative has notified the GRANTEE that work may commence.**

2.2 *Expiration date.* October 31, 2020, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

3. ***Grantee's Duties and Responsibilities.*** The GRANTEE shall:

A. Comply with the following grant requirements:

General

1. Work with STATE to finalize GRANTEE's yearly work plan and budget. The annual budget and work plan must be approved by STATE by November 1, and is incorporated into this GRANT PROJECT AGREEMENT by reference.

2. Perform the activities approved in the work plan. GRANTEE should contact the STATE if GRANTEE is no longer able to fulfill a work plan activity and GRANTEE should request approval before pursuing any additional activities not described in the original work plan. If grant deliverables are not completed satisfactorily, the STATE has the authority to withhold and/or recover funds.
3. Designate or hire a full-time SHIP project coordinator or equivalent. Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
4. Designate a SHIP staff person to facilitate evaluation tasks and communicate with MDH evaluation staff and contractors.
5. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
6. Participate in site visits and grant reconciliation processes with the STATE.
7. Participate in regularly scheduled calls and meetings with community specialists
8. Participate in STATE-sponsored technical assistance calls, webinars and trainings.
9. Attend STATE-sponsored conferences, meetings and in-person trainings.
10. Comply with MDH product approval outlined in the Communications Guidance and Materials document on the SHIP website).
11. Allow MDH and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly, a schedule for years 1 and 2 quarterly reporting is provided below. MDH will provide guidance regarding the required content of the reports.

Year 1

Reporting Period

November 1, 2015 – January 31, 2016

February 1, 2016 – April 30, 2016

May 1, 2016 – July 31, 2016

August 1, 2016 – October 31, 2016

Report Submission Date

February 29, 2016

May 31, 2016

August 30, 2016

November 30, 2016

Year 2

Reporting Period

November 1, 2016 – January 31, 2017

February 1, 2017 – April 30, 2017

May 1, 2017 – July 31, 2017

August 1, 2017 – October 31, 2017

Report Submission Date

February 28, 2017

May 31, 2017

August 30, 2017

November 30, 2017

Financial

1. Adhere to the request and approval process set forth by the STATE in the SHIP 4 Grantee Financial Reference Guide.
2. Obtain prior approval from MDH for all subcontracts or mini-grants over \$5,000, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The STATE will accept up to the grantee's current federally approved rate. If GRANTEE does not have a federally approved indirect cost rate, the STATE will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the STATE other funding sources, including grants from other sources, that are directed toward tobacco and obesity, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure and prevent obesity, and/or replace discontinued funds from the STATE, the federal government, or another third party previously used to reduce tobacco use and exposure and prevent obesity. GRANTEE may not use SHIP funds to replace federal, state, local, or tribal funding GRANTEE currently uses to reduce tobacco use and exposure or prevent obesity.

Lobbying

1. Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

4. Consideration and Payment.

4.1 Consideration. The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

(a) Compensation. The GRANTEE will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the STATE'S Authorized Representative, except the STATE reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

| | |
|---|--------------|
| Year 1, November 1, 2015 through October 31, 2016 | \$413,010.00 |
| Year 2, November 1, 2016 through October 31, 2017 | \$423,007.00 |
| Year 3, November 1, 2017 through October 31, 2018 | \$416,007.00 |
| Year 4, November 1, 2018 through October 31, 2019 | \$416,007.00 |
| Year 5, November 1, 2019 through October 31, 2020 | \$416,007.00 |

(b) Total Obligation. The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed two million eighty four thousand thirty eight dollars (\$2,084,038.00).

(c) Budget Modifications. Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in Exhibit B) requires prior approval from the STATE and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the STATE provided that such modification is indicated on submitted reports and that the total obligation of the STATE for all compensation and reimbursements to the GRANTEE shall not exceed the total obligation listed in 4.1(b) or Exhibit B.

4.2 Terms of Payment.

(a) Invoices. The State will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the STATE's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices shall be completed on a form prescribed by the STATE for each month and submitted within 45 days after the end of the month..

(b) Matching Requirements. GRANTEE certifies that the following matching requirement, for the grant, will be met by GRANTEE: A local match of ten percent of the total funding allocation will be provided and documented.

- 5. *Conditions of Payment.*** All services provided by GRANTEE pursuant to this grant project agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the GRANTEE must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.
- 6. *Ownership of Equipment.*** The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

7. *Authorized Representatives.*

7.1 *STATE's Authorized Representative.* The STATE's Authorized Representative for purposes of administering this grant project agreement is Susan Michels, Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, Minnesota, 55164-0882, Phone: 651-201-4564, Email: susan.michels@state.mn.us, or his/her successor, and has the responsibility to monitor the GRANTEE's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 *GRANTEE's Authorized Representative.* The GRANTEE's Authorized Representative is James Verbrugge, City Manager, 1800 West Old Shakopee Road, Bloomington, MN, 55431,

jverbrugge@BloomingtonMN.gov or his/her successor. The GRANTEE's Authorized Representative has full authority to represent the GRANTEE in fulfillment of the terms, conditions, and requirements of this agreement. If the GRANTEE selects a new Authorized Representative at any time during this grant project agreement, the GRANTEE must immediately notify the STATE.

8. Termination.

8.1 Termination by the STATE or GRANTEE. The STATE or GRANTEE may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

8.2 Termination for Cause. If the GRANTEE fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

8.3 Termination for Insufficient Funding. The STATE may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the GRANTEE. The STATE is not obligated to pay for any work performed after notice and effective date of the termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE receiving notice of the same.

9. Publicity. Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the STATE'S Authorized Representative.

IN WITNESS WHEREOF, the parties have caused this project agreement to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE

The Grantee certifies that the appropriate persons(s) have executed the project agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

2. STATE AGENCY

Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: _____

By: _____

Title: Its Mayor

Title: _____

Date: _____

Date: _____

By: _____

Title: Its City Manager

Date: _____

Reviewed and approved by the City Attorney.

Distribution:

1. MDH (Original fully executed Grant Project Agreement)
2. Grantee
3. State Authorized Representative